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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte JOHN C. SHAW, RICHARD A. HOLWAY, MIKE N. ALEX, JAMES D. NICOLAI, THOMAS P. JOYCE, SAUL D. HILSENRATH, and DANIEL E. SPEERS

Appeal 2009-006688
Application 10/032,535
Technology Center 3600

Decided: August 31, 2009

Before, ANTON W. FETTING, JOSEPH A. FISCHETTI, and BIBHU R. MOHANTY, *Administrative Patent Judges.*

FISCHETTI, *Administrative Patent Judge.*

DECISION ON APPEAL

STATEMENT OF THE CASE

Appellants seek our review under 35 U.S.C. § 134 of the Examiner's final rejection of claims 1-163. We have jurisdiction under 35 U.S.C. § 6(b). (2002)

SUMMARY OF DECISION

We AFFIRM.

THE INVENTION

Appellants claim a system and method for securely matching potential buyers and potential sellers in an anonymous and confidential manner. (Spec. 2:¶ [002])

Claims 1 and 52, reproduced below, are representative of the subject matter on appeal.

1. A method for anonymously and confidentially determining contraparties to a transaction and notifying an authorized representative of the contraparties to contact the contraparties in order to consummate a transaction, comprising the steps of: receiving indications of interest from potential transferees and potential transferors into a central processing system wherein the indications of interest are received from an order management system integrated with the central processing system, each indication of interest involving a transfer of a specific item; anonymously comparing indications of interest received from potential transferees with indications of interest received from potential transferors within the central processing system to determine whether a match has occurred; determining contraparties to a transaction based on said determination of whether a match has occurred; notifying the authorized representative of the contraparties that a match has occurred between the contraparties; providing contacting means to the authorized representative to allow the authorized representative to contact the contraparties so that a transaction can be consummated between the contraparties; and consummating the transaction between the contraparties through direct consummation by the authorized representative and the contraparties.

52. A secure system for the trading of transferable commodities, including: a network, including a secure station and a plurality of remote user locations having respective user identities and communicatively linked to the secure station for data transmission between the secure station and the user locations; a memory at the secure station for storing user data and for storing transaction data in the form of multiple prospective transaction entries received from the user locations, each of the entries including a transferable item indication and a transaction side indication identifying one of two opposing transaction sides; a search component operatively coupled to the memory, said search component performing a comparison of the stored entries with respect to the transferable item indications and the transaction side indications and, based on said comparison, to select sets of two or more of the stored entries as matching entries having the same transferable item indication and together including transaction side indications identifying the opposing transaction sides; a message sending component operatively coupled to the search component and to the memory and, in response to the selection of each said set of matching entries, generating a prospective transaction message including the transaction indication corresponding to each of the matching entries, and further providing the prospective transaction message to the user locations associated with said corresponding user identities, thus to facilitate an interaction among users associated with the user locations to complete a transaction involving the transferable item, wherein the users interact with each other to complete the transaction; and a data security component for restricting access to any given prospective transaction entry, even if unmatched, stored in the memory to (i) the user identity corresponding to the given entry; and (ii) the user identities corresponding to the other entries in any of said sets of entries that includes the given entry.

THE REJECTION

The Examiner relies upon the following as evidence of unpatentability:

Gutterman	5,297,031	Mar. 22, 1994

LEXSEE, 1991 SEC NO-ACT. LEXIS 1112, October 1, 1991 (hereinafter "LIMITrader").

The following rejection is before us for review.

The Examiner rejected claims 1-163 under 35 U.S.C. 103(a) as being unpatentable over LIMITrader in view of Gutterman.

ISSUE

Have Appellants shown that the Examiner erred in rejecting the claims on appeal as being unpatentable under 35 U.S.C. § 103(a) over LIMITrader in view of Gutterman on the grounds that a person with ordinary skill in the art would understand that: 1. LIMITrader disclosing a dial-up system would not preclude it from being modified with an order management system as taught by Gutterman so as to meet the claim limitation reciting wherein the indications of interest are received from an order management system integrated with the central processing system; and 2. It would be predictable to send another notification to the just-submitted ordering party in LIMITrader since two parties are ultimately going to be placed in negotiation, and, ii. LIMITrader's disclosure of "unseen" or "blind" orders which will not appear to any LIMITrader participants other

than the one by which it is entered meets the claim limitation of restricting access to any given prospective transaction entry, even if unmatched, stored in the memory to (i) the user identity corresponding to the given entry; and (ii) the user identities corresponding to the other entries in any of said sets of entries that includes the given entry.

PRINCIPLES OF LAW

"Section 103 forbids issuance of a patent when 'the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains.'" *KSR Int'l Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1734 (2007). The question of obviousness is resolved on the basis of underlying factual determinations including (1) the scope and content of the prior art, (2) any differences between the claimed subject matter and the prior art, (3) the level of skill in the art, and (4) where in evidence, so-called secondary considerations. *Graham v. John Deere Co.*, 383 U.S. 1, 17-18 (1966). *See also KSR*, 127 S.Ct. at 1734 ("While the sequence of these questions might be reordered in any particular case, the [*Graham*] factors continue to define the inquiry that controls.")

In assessing the probative value of an expert opinion, the examiner must consider the nature of the matter sought to be established, the strength of any opposing evidence, the interest of the expert in the outcome of the

case, and the presence or absence of factual support for the expert's opinion. *Ashland Oil, Inc. v. Delta Resins & Refractories, Inc.*, 776 F.2d 281, 294 (Fed. Cir. 1985).

Declarations in which conclusions are set forth without establishing a nexus between those conclusions and the supporting evidence, or which merely express opinions, may be of limited probative value with regard to rebutting a prima facie case. *See In re Grunwell*, 609 F.2d 486, 491 (CCPA 1979); *In re Buchner*, 929 F.2d 660, 661 (Fed. Cir. 1991). *See also* MPEP § 716.01(a) through § 716.01(c).

FINDINGS OF FACT

We find the following facts by a preponderance of the evidence:

1. The Examiner found that LIMITrader meets the limitation of "*generating a prospective transaction message including the transaction indication corresponding to each of the matching entries and further providing the prospective transaction message to the user locations associated with the corresponding user identities*" in its disclosure on Page 3, stating "LIMITrader dials two calls at a time beginning with the longest standing orders first…" (Ans. 13) (Emphasis added).

2. The Interview Summary dated February 12, 2008 states that an Agreement with respect to the claims was not reached. (Interview Summary 1).

3. Exhibit 2, which appears as part of the Interview Summary Record,

is a handwritten page with the heading "Agreements" written on it followed by four points, but this page is neither signed nor initialed by the Examiner, nor does the Interview Summary Record form PTOL-413 make reference to this paper.

4. LIMITrader discloses that it is a:

> ...dial-up system. At any time, twenty-four hours a day, n2 a participant may call up LIMITrader on his existing personal computer using an error checking modem and standard telephone circuits. LIMITrader's host computer will be located in Massachusetts...with a contract to shift operations to a [col.*27] back-up computer within 30 minutes of any failure.

(LIMITrader, p. 9).

5. LIMITrader discloses that:

> A participant wishing to trade on the System may enter a limit order, which may be either a firm position or an "indication." A firm position may either be automatically executed or lead to negotiation. An indication is a non-firm bid or offer which may result in an executed trade only through negotiation, even if its terms exactly match another order. Participants also must specify whether an order is available to be viewed by other LIMITrader participants or is to remain in the system "unseen." An "unseen" or "blind" order will not [*5] appear to any LIMITrader participants other than the one by which it is entered.

(LIMITrader, p. 2).

6. LIMITrader discloses that it:

> …is intended to facilitate trading of corporate and municipal bonds among the Company's institutional customers by permitting those institutional customers to enter, on an [*25] anonymous basis, limit orders to buy or sell those securities, and to (i) match that buy or sell interest with countervailing interest in the same security on the other side of the market, or (ii) enter into a negotiation process that may ultimately produce an executed trade. The Company believes that trading through the system should add liquidity, reduce transaction costs and allow customers to satisfy a variety of trading needs through trading limits, time restrictions and other features of LIMITrader.

(LIMITrader, p. 9).

7. LIMITrader discloses that:

> Participants may further limit a position, whether firm or indication, seen or unseen, through certain options, such as limitation of types of counterparties acceptable, n4 minimum trade size, timed release, timed expiration, and ranges of price and size parameters at which such participant would be willing to enter into negotiations, if any. Although both firm positions and indications may be limited by any of the above parameters, including ranges which may trigger negotiations, a firm order will always have a set price and size, while an indication may not. A participant may cancel or modify an order at any time prior to an execution.

(LIMITrader, p. 2).

8. LIMITrader discloses that:

> Participants may request that their orders only be matched (or trigger negotiation) with: (1) firm orders placed by institutions, (2) firm orders or indications placed by institutions, or (3) firm orders or indications placed by institutions and firm orders placed by dealers (dealers only may place firm orders on LIMITrader).

(LIMITrader, p.2, n. 4).

9. LIMITrader discloses that:

> When a participant enters a firm order (an "incoming order"), LIMITrader automatically executes a trade if such order matches a firm order already existing in LIMITrader (an "existing order"). If a counterparty is not then on-line with LIMITrader, [*7] LIMITrader dials the counterparty's trading desk and notifies the counterparty that the orders have matched. An "automatic" trade is only made when both prices and minimum size of two firm orders are matched. If two firm orders correspond as to minimum size and do not correspond as to price, but would offer both participants a better price than the one entered, the System will execute the orders at the median price between the two orders. n6 This better price execution occurs with both seen and unseen orders such that both buyer and seller always execute at or negotiate with the "best" bid or offer in the System. If an incoming firm order matches, but does not fill an existing firm order, LIMITrader will execute a partial fill. n7

(LIMITrader, p. 3).

10. LIMITrader discloses that:

> The ranges of price and size parameters entered by a participant willing to negotiate an order permit the System to identify orders that may ultimately result in a match, although an automatic match cannot occur because their current active parameters do not constitute a match, or the orders are indications. When a participant enters an incoming order which matches an indication or falls within the range of parameters specified for an existing order or orders (whether firm or indication), LIMITrader will dial-up the participant that entered the existing orders. LIMITrader dials two calls at a time beginning with the longest standing (matching or matching within the parameters) orders first. The first participant so notified that responds to the incoming order may begin an automated negotiating process. The Company is not involved in such negotiation and is not aware that a negotiation is occurring or has occurred unless a trade results. If the holder of an existing order does not wish to negotiate, no action is required. At the conclusion of any negotiation, the participants can either accept the negotiated terms or terminate the negotiation, in which case both positions remain in [*9] the System unmatched and the incoming order may be subject to negotiations with another existing order or later incoming order.

(LIMITrader, p. 3).

11. The Declaration by Levy states that:

> The OMS's in existence as of May 1999 (the priority date for the subject patent application)

> were not configured for the features described in the SEC reference, i.e., non-automated bid or offer advice and market information, nor were they capable of handling such features without prior modification to the OMS offering.

(Levy Dec. ¶6).

12. The Declaration by Levy states that "[i]n 1991 I co-founded The Macgregor Group, a company specializing in order management systems (OMS) for the securities industry. I was President and CEO of the company until its recent sale. I have over 18 years experience in the business. (Levy Dec. ¶1).

13. The Declaration by Levy states "I hold a BS in Computer Science, a BS in Electrical Engineering and an MS in Computer Science from the Massachusetts Institute of Technology. I am a Chartered Financial Analyst and a member of the Boston Securities Analyst Society. (Levy Dec. ¶2).

14. The Declaration by Levy states "I am very familiar with the order management systems offered by Macgregor and its competitors." (Levy Dec. ¶4).

15. The Examiner found that:

> SEC [(LIMITrader)] does not explicitly disclose wherein the indications of interest are received from an order management system integrated with the central processing system. However, Gutterman discloses an order management system (see the abstract, see figs.2a-2d, also see the summary of the invention). Thus, [i]t would have been obvious to a person of ordinary skill in the art

> to combine the OMS teachings of Gutterman with the disclosure of the SEC to allow users to manage their decks and to improve the accuracy of communications between the trading floor and the customers.

(Answer 5).

16. The Specification defines "Transaction Interest Indication: [as] An expression of a potential interest in transacting a certain item." (Specification 16:13-14).

17. The Specification describes how potential buyers and sellers enter interest indications into the system by

> a potential buyer and a potential seller of an item "X," each entering a transactional interest indication. Each party enters its transactional information to the host communications server, either through a direct connection as indicated at 1, or through its web page as indicated at 1A followed by a transmission of the information to the server as indicated at 2A.

(Specification 29:¶[00118]).

18. The Specification goes on to describe that

> ...when each of the interest indications has been properly received by the communications server, it is transmitted to the database server as indicated at 3. In the database server, the processing explained above leads to the entry of the transactions into the segment of memory reflecting the active status of the entries, and a comparison leads to a synapse for pairing.

(Specification 29:¶[00118]).

19. The Specification describes an order management system in the context of entering indication in the system. It states that a standard web based front end application can be used for this purpose. (Specification 29:¶[00147]).

20. The Specification describes that "[t]o make the system as easy as possible to use, the indication requirements of the system may be directly integrated with one or more of any of the available buy side order management systems (OMS)…." (Specification 29:¶[00147]).

21. Gutterman discloses that error in the format of information occurs "such as might arise from a noisy communication link."(Gutterman, col.8, ll. 8-9).

22. Gutterman discloses that an order "may be entered manually" into the workstation. (Gutterman, col. 6, ll. 41-45).

ANALYSIS

We affirm the rejection of claims 1-163.

Independent claims 1, 18, 35, 51, 78, 94, 121, and 137

Initially, we note that the Appellants argue independent claims 1, 18, 35, 51, 78, 94, 121, and 137 together as a group. Correspondingly, we select representative claim 1 to decide the appeal of these claims, remaining independent claims 18, 35, 51, 78, 94, 121, and 137 standing or falling with claim 1. Appellants do not provide a substantive argument as to the separate patentability of the dependent claims that depend from claims 1, 18, 35, 51,

78, 94, 121, and 137. Therefore, the dependent claims fall with their respective independent claims. *See* 37 C.F.R. § 41.37(c)(1)(vii)(2004).

The language upon which Appellants assert error with respect to claim 1 is *wherein the indications of interest are received from an order management system integrated with the central processing system.*

The Examiner found that "SEC does not explicitly disclose indications of interest received from an order management system integrated with the central processing system," but Gutterman discloses this feature (FF 15).

Appellants assert that "…modifying the SEC reference to receive indications of interest or prospective transaction entries via an integrated OMS would disable its individualized features [(such as, non-automated advice, market information, etc.)]- which are important, advantageous parts of the LimiTrader system." (Appeal Br. 12)

We disagree with Appellants.

First, Appellants seem to be asserting that the term "dial up" means that the indications of interest in LIMITrader are somehow entered verbally, as by spoken word, and thus such in-person communication features as non-automated advice on a Bid or Offer, assistance with a computer or communications problem, and market information would not be available (Appeal Br. 12). However, a closer reading of LIMITrader reveals that the dial-up feature is how the user computer communicates with the system server and not how the user talks to an agent (FF 4). While such an in-

person feature may be available in LIMITrader, the disclosed computer to computer communication between user and system would not be adversely affected in the manner alleged by Appellants.

Thus, even if in-person input existed in LIMITrader, any such limitation on this feature would not constitute a prohibition against combining Gutterman with LIMITrader because LIMITrader explicitly discloses computer to computer communication between the user device and the system server (FF 4). Thus, Gutterman does not actually teach away from *every aspect* of *all* dial up systems. *See In re Gurley*, 27 F.3d at 553.

Second, the dialing of calls to prospective counterparties occurs in LIMITrader, not from the front end part of the system, but rather occurs after the orders are booked (FF 7-10). Thus, Appellants' argument that the dial-up calling feature of the System in LIMITrader to a prospective counterparty would be destroyed by the added OMS is inaccurate because the OMS is associated with front end part of the System which is not responsible for dialing prospective counterparties.

Appellants argue that adding an order management system will negate the advantages of its simple dial-up system which "operates on standard telephone circuits". (Appeal Br. 13) We disagree with Appellants for two reasons. First, nothing in Gutterman suggests that it cannot be used with a dial-up system. In fact, portions of Gutterman suggest that modem – like technology, i.e., dial-up, might be in use - error in the format of information occurs "such as might arise from a noisy communication

link."(FF 21). Also, Gutterman discloses that an order "may be entered manually" into the workstation (FF 22). Second, nothing in the claims require the order management system not be a dial-up based system. In fact, the Specification describes accessing the system in the context of a standard web based front end application can be used for this purpose (FF 19). Appellants do not provided any evidence showing that as of their filing data accessing the web could not be done by a dial-up connection.

Appellants also argue that, in an interview, the Examiner stipulated that "The LimiTrader system does not have the message sending component of the invention." (Appeal Br. 8) However, a review of the record documenting this interview reveals that the so-call "Agreements" page is an added sheet to the PTO Summary Form 413, which is handwritten and this separate "Agreements" page is not signed nor initialed by the Examiner as accepted. Additionally, there is no acknowledgement of its incorporation into the Interview Summary on the face of the Form 413. Therefore, we do not find evidence sufficient to support a finding of the alleged admission by the Examiner.

Appellants rely on a Declaration by Steven Levy to help rebut the prima facie case. Appellants assert a level of skill in the art for Mr. Levy of 18 years in business, a BS in Electrical Engineering, and an MS in computer science (FF 12-14). The statement however does not tell us what one learns in 18 years in business and what specific knowledge one skilled in the art has of order management systems based on the earned degrees. *Cf.*

Argyropoulos v. Swarup, 56 USPQ2d 1795, 1807 (BPAI 2000) (explaining why defining the level of skill in the art in terms of degrees obtained is less helpful than defining it in terms of what such a person would have known and what the person would have been able to do).

The level of skill in the art is best established by reference to documents showing what was known. We learn directly from LIMITrader that one skilled in the art would have known how to make and use a securities trading system with message communication devices at the time of the Appellants' invention. We credit the objective statements in LIMITrader over the broad conclusory statements in the Levy Declaration. *Cf. J.C. Equipment Corp. v. England*, 360 F.3d 1311, 1315 (Fed. Cir. 2004) (court knew of no authority, and J.C. cited none, that requires the trier of fact to credit expert testimony over conflicting non-expert testimony); *Velander v. Garner*, 348 F.3d 1359, 1371 (Fed. Cir. 2003) (references are generally entitled to great weight because they are almost always prepared without regard to their use as evidence in the particular examination in which they are used).

The Appellants' opinion evidence from the Declarant is also conclusory rather than being based on specific features of LIMITrader. The Declaration, when viewed anew with all the evidence in the record, does not provide sufficient evidence to reach a conclusion of nonobviousness here.

Independent claims 52, 62, 105, 115, 148, and 158

Initially, we note that Appellants argue independent claims 52, 62,

105, 115, 148, and 158 together as a group. (Appeal Br. 8). Correspondingly, we select representative claim 52 to decide the appeal of these claims, with the remaining independent claims standing or falling with claim 52. The Appellants do not provide a substantive argument as to the separate patentability of the dependent claims that depend from claims 52, 62, 105, 115, 148, and 158. Therefore, the dependent claims fall with their respective independent claims. *See* 37 C.F.R. § 41.37(c)(1)(vii)(2004).

Appellants argue that claim 52 has two features which distinguish it from LIMITrader as follows:

> 1. *generating a prospective transaction message including the transaction indication corresponding to each of the matching entries, and providing the prospective transaction message to the user locations associated with said corresponding user identities...,[and]*
>
> 2. *restricting access to any given prospective transaction entry, even if unmatched, to (i) the user identity corresponding to the given entry; and (ii) the user identities corresponding to the other entries in any of said sets of entries that includes the given entry.*

(Appeal Br. 7) (Emphasis added).

Taking the limitation (1.) *supra* of claim 52, Appellants argue that LIMITrader fails to disclose a message sending component because "[t]he 'LimiTrader dials two calls at a time' language refers <u>not to dialing the contraparties, but rather to dialing two existing-order parties that are each</u>

contra to the party with the just-submitted order." (Appeal Br. 8).

First, Appellants' arguments are not based on limitations appearing in the claims and are not commensurate with the broader scope of claim 52 which merely recites "*generating a prospective transaction message including the transaction indication corresponding to each of the matching entries*" and does not require a distinction between contra-parties, existing order parties or a just-submitted order party. *See In re Self*, 671 F.2d 1344, 1348 (CCPA 1982). Claim 52 only requires is that user identities of the matching entries receive a prospective transaction message and we find that that action is met by LIMITrader as discussed below.

Second, Appellants' argument is also not persuasive as to error in the rejection because, as Appellants admit, LIMITrader discloses calling at least one order party of having a transaction indication which is matched (FF 9, 10). That is, LIMITrader will dial-up the participant that entered an existing order so that it can begin an automated negotiation process with an incoming order (FF 9, 10). We find it predictable to send another notification to the just-submitted ordering party since the two parties are ultimately going to be placed in negotiation, LIMITrader discloses an option of anonymity between prospective counterparties (FF 5,6,8), and LIMITrader already teaches the notification of one of the two parties who will ultimately need to contact each other in order to negotiate. "The combination of familiar elements according to known methods is likely to be obvious when it does no more than yield predictable results." *KSR Int'l Co. v. Teleflex Inc.*, 127 S.Ct.

1727, 1739 (2007).

Appellants argue in turn that

> …if both contraparties are contacted, there is a good chance that one side or the other won't be interested, and then the system must start all over again. If multiple existing-order parties are contacted first, there is a good chance that at least one of the existing-order parties will be interested, and then when the existing-order party contacts the incoming-order party, the chances that a trade will occur are higher because one party is already interested.

(Appeal Br. 9)

We disagree with Appellants because LIMITrader discloses that only "[t]he first participant so notified that responds to the incoming order may begin an automated negotiating process." (FF 10). Thus, in essence, the effect of the LIMITrader system is to ultimately put only one party in touch with only one counter party. Moreover, we find that communication between counterparties at the inception of dealings would be a predictable way to further and promote the object of LIMITrader which is to "match that buy or sell interest with countervailing interest in the same security on the other side of the market, or (ii) enter into a negotiation process that may ultimately produce an executed trade." (FF 6). "When a work is available in one field of endeavor, design incentives and other market forces can prompt variations of it, either in the same field or in a different one. If a person of

ordinary skill in the art can implement a predictable variation, § 103 likely bars its patentability." *Id.* at 1740.

Appellants next argue that "the SEC reference makes no mention of what its notification message contains…." (Appeal Br. 9). We disagree with Appellants. Claim 52 only requires of the content of the message is that it contain a transaction indication corresponding to each of the matching entries. The Specification defines "Transaction Interest Indication" simply as an expression of a potential interest in transacting a certain item (FF 16). LIMITrader discloses that the message is "that the orders have matched" (FF 9, 10) which we find to be a transaction indication in that the express interest of a counter party in transacting is being communicated.

Appellants argue with respect to limitation (2.) *supra* that:

> [i]n sum, the LIMITrader system does not provide the total confidentiality that is a key objective of Applicant's invention, and that is defined in the claims. The LimiTrader system does not prevent market/price movements that result from knowledge getting out that a commodity is even being offered for sale or purchase, because existing-order parties get knowledge of a match whereas the party with the just-submitted order may not.

(Appeal Br. 10)

We disagree with Appellants because Appellants' arguments are not based on limitations appearing in the claims. The claims only restrict access to the user identity of a given entry and the user identities corresponding to

the other entries in any of said sets of entries that includes the given entry. LIMITRADER explicitly discloses maintaining anonymous the identities of the parties who are either buying or selling (FF 5, 6, 8). Moreover, Appellants' assertion of undesirable market knowledge occurring in LIMITrader is not accurate because LIMITrader explicitly discloses that the users may specify an order as an "unseen" or "blind" (FF 5) order which will not appear to any LIMITrader participants other than the one who entered it (FF 4), and thus not weight the market.

Finally, Appellants assert that the rejection is based on a lack of proper motivation to combine LIMITrader and Gutterman. We disagree with Appellants. Since the Examiner has provided some articulated reasoning with some rational underpinning for why a person with ordinary skill in the art would modify LIMITrader to include an OMS of Gutterman (FF 15), Appellants' argument is not persuasive as to error in the rejection. Regarding the Examiner's applying this logic to claim 52 which does not require a OMS, we do not find this to be error because Gutterman, at least with respect to claim 52, is cumulative to LIMITrader.

CONCLUSIONS OF LAW

We conclude that the Appellants have not shown that the Examiner erred in rejecting claims 1-163 under 35 U.S.C. § 103(a) as unpatentable over LIMITrader in view of Grunnman.

DECISION

The decision of the Examiner to reject claims 1-163 is AFFIRMED.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a). *See* 37 C.F.R. § 1.136(a)(1)(iv) (2006).

AFFIRMED

mls

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